

U.S. GOVERNMENT PRINTING OFFICE
Washington, D.C.

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

NPDB-HIPDB Data Bank News

as requisitioned from the U.S. Government Printing Office (GPO) by the

Department of Health and Human Services
(Public Health Service)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning December 1, 2008 and ending November 30, 2009, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section 1 of this contract.

BID OPENING: Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC time, on November 25, 2008.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation, or send to: U.S. Government Printing Office, Bid Section, Room C-161, Stop: PPSB, 36 H street, NW, Washington, D.C. 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, FAX No. (202) 512-1782. The Program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2 as revised June, 2001.

PRODUCTION AREA: It is assumed that all production facilities used in the manufacture of the products ordered under this contract will be located within a 60-mile radius of zero milestone Washington, D.C.

Any bidder intending to use production facilities outside this area should furnish information, with the bid, which will on its face demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

BIDDERS, PLEASE NOTE: These specifications have been revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

Abstracts of contract prices are available at <http://winapps.access.gpo.gov/ppd/abstracts/central/default.asp>

For information of a technical nature call Moe Jalloh (202) 512-0319 (No collect calls).

SECTION 1. – GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised 8-02)).

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (page related) Attributes – Level III.
- (b) Finishing (item related) Attributes – Level III.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests – General Inspection Level I.
- (b) Destructive Tests – Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Camera Copy/Electronic Media
P-9. Solid and Screen Tint Color Match	Pantone Matching System

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

OPTION TO EXTEND THE TERM OF THE CONTRACT: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed three years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for authorized pricing adjustment(s).

ECONOMIC PRICE ADJUSTMENT: The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from the beginning of the contract to November 30, 2009, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending 3 months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending August 31, 2009, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from December 1, 2008 through November 30, 2009, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

SECTION 2. – SPECIFICATIONS

These specifications cover the production of a newsletter requiring such operations as electronic prepress, making reproducible, printing in up to three pantone ink colors, binding, mailing, packing and distribution.

TITLE: NPDB-HIPDB Data Bank News

FREQUENCY OF ORDERS: 4 issues per year to be placed quarterly. Up to two additional issues may be placed during the contract year.

QUANTITY: Approximately 18,000 to 25,000 copies per order.

NUMBER OF PAGES: Newsletters may consist of 4 to 12 pages per issue.

TRIM SIZE: 8-1/2 x 11" .

GOVERNMENT TO FURNISH: Electronic Media as follows:

Platform: IBM or compatible using Windows XP, Professional, Version 2002, Service Pack 2

Storage Media: CD-Rom

Software: Adobe InDesign 2.0, Adobe Illustrator 9.0.1 and Adobe Photoshop 6.0.

NOTE: All software upgrades (for specified applications) which may occur during the term of the contract, must be supported by the contractor.

Fonts: All printer and screen fonts will be furnished.

The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

Additional Information: Files will be furnished in Program format. Pantone Matching System used for color identification.

Addresses will be furnished on CD-Rom and in ZIP code sequence. Contractor is to retain mailing list for use on subsequent issues. Additions and/or deletion to list will be furnished with print orders. Contractor to ink jet addresses onto mailers.

One reproduction proof, Form 905 (Rev. March 1990) with labeling and marking specifications.

A supply of blue labels and selection certificates for shipping Departmental Random Copies.

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on the camera copy or electronic files, must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the products in accordance with these specifications.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be brought to the attention of Ms. Blake Downey at (301) 443-0332.

The contractor shall create or alter any necessary bleeds and trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

When required by the Government, the contractor shall make minor revisions to the electronic file. It is anticipated that the Government will make all major revisions. Prior to making revisions, the contractor shall copy the furnished file and make all changes to the copy.

REPRODUCIBLES: The contractor must make all reproducibles required.

Masthead is to be held by contractor for use from issue to issue.

PROOFS: When specified on the Print Order contractor is to furnish one set of digital content proofs created using the same Raster Image Processor (RIP) that will be used to produce the product. Approximately 40% of orders will require proofs. At the contractors option composite Dylux (or similar) proofs may be substituted. Proofs shall consist of all pages imposed in correct location, exposed face and back, and trimmed to the finished size of the product.

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproving; such operations must be accomplished within the original production schedule allotted in the specifications.

The contractor must not print prior to receipt of an "OK to print".

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 11" dated February 1999.

All text paper used in each copy must be of a uniform shade.

White Dull Coated Offset Book, basis weight: 70 lbs. per 500 sheets, 25 x 38", equal to JCP Code A260.

PRINTING: Print head-to-head in 1-3 Pantone Matching System ink color (inks will be specified on the individual print order).

MARGINS: Adequate gripper margins. Margins will be indicated on camera copy or electronic media.

BINDING: 4-Page Product – Fold from a flat size of 8-1/2 x 11" to 8-1/2 x 5-1/2" mailing permit out. After folding, tab seal with a clear seal-o-mat or equal sealing tab on every newsletter on the open 8-1/2" dimension.

6-Page Product – 4-page product with a single leaf pasted on the fold into center of product. Fold from 8-1/2 x 11" to 8-1/2 x 5-1/2" mailing permit out. After folding, tab seal with a clear seal-o-mat or equal sealing tab on every newsletter on the open 8-1/2" dimension.

8 and 12 Page Products – saddle-wire stitch in two places, or at contractor's option, paste on fold and trim three sides. Fold from 8-1/2 x 11" to 8-1/2 x 5-1/2" mailing permit out. After folding, tab seal with a clear seal-o-mat or equal sealing tab on every newsletter on the open 8-1/2" dimension.

SPECIAL EDITION - ONE OR TWICE A YEAR

8 and 12 Page Products – saddle-wire stitch in two places, or at contractor's option, paste on fold and trim three sides. Fold from 8-1/2 x 11" to 8-1/2 x 5-1/2" mailing permit out. After folding, tab seal with a clear seal-o-mat or equal sealing tab on every newsletter on the open 8-1/2" dimension.

Print a separate 2-4 page bulletin/flyer using 1-2 PMS colors and nest the 2-4 page insert into the current 8-page newsletter.

10-Page Product – saddle-wire stitch in two places, or at contractor's option, paste on fold and trim three sides. Fold from 8-1/2 x 11" to 8-1/2 x 5-1/2" mailing permit out. After folding, tab seal with a clear seal-o-mat or equal sealing tab on every newsletter on the open 8-1/2" dimension.

PACKING: Bulk Shipments: Pack in shipping containers not to exceed 45 lbs. when fully packed.

All shipments which fill less than a shipping container must be packaged with materials of sufficient strength and durability and in such a manner which will guarantee that the product will not be damaged and the package will not open nor split during shipment.

Mailed Shipments: Single copies must be mailed as self-mailers.

LABELING AND MARKING: Bulk Shipment: Reproduce shipping container label from furnished repro., fill in appropriate blanks and attach to shipping containers.

Mailed Shipment: Contractor to ink jet addresses from Government furnished disk directly on the newsletter and mail singly as a self-mailer. Contractor to use large, clear fonts to ensure readability.

QUALITY ASSURANCE RANDOM COPIES: In addition to the Departmental Random Copies (Blue Label), the contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award.

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A copy of the print order must be included.

A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket and Print Order numbers, must be furnished with billing as evidence of mailing.

DISTRIBUTION: Deliver approximately 100 copies of each order or as specified on the individual print order f.o.b. destination to SRA, 4350 Fairlakes Ct., Suite 400, Fairfax, VA 22033.

After distribution and mailing has been made, any additional copies and all blue label copies are to be delivered f.o.b. destination to: Ms. Blake Downey, DHHS/HRSA/BHPR/PDBB 5600 Fishers Lane, Room 8-103, Rockville, MD 20857. Inside delivery will be required at both destinations.

Mail f.o.b. contractor's city.

In addition to the domestic mailing, each Newsletter must be distributed to the following locations: approximately 11 international addresses, approximately 25 US Military overseas addresses, approximately 132 US Territories overseas addresses, and 200 Alaska and Hawaii addresses. The total number of addresses may change with each print order.

All mailing shall be made at the PRESORT STANDARD rate.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

All mailings will require the contractor to apply the appropriate postage to each mailing. Contractor will be reimbursed for postage by submitting a properly completed Postal Service form (or equivalent) with the invoice for billing.

All expenses incidental to submitting proofs, returning Government furnished materials, and furnishing sample copies must be borne by the contractor.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Print order, furnished materials and proofs (when required) must be picked up from and returned to James Helton, PSC, 5600 Fishers Lane, Room 3B-26, Rockville, MD 20857.

No definite schedule for pickup of material can be predetermined at this time.

NOTE: All pickups and deliveries of furnished material, proofs, and completed orders must be made between the hours of 8:30 A.M. and 3:00 P.M eastern standard time.

The following schedules begin the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

When proofs are not required:

Contractor to complete production, distribution, and all mailing within five (5) workdays.

When proofs are required:

Contractor to submit proofs within 1 workday.

Proofs will be withheld 2 workdays from receipt by the Government until proofs are made available for pickup.

Contractor to complete production, distribution, and all mailing within 4 workdays after receipt of an O.K. to print.

The ship/deliver date indicated on the print order is the date products ordered f.o.b. destination must be delivered to the destinations specified and products mailing must be delivered to the post office.

At the completion of each order all furnished material must be returned to the Department at the address indicated above on page 7.

Unscheduled material such as Government bills of lading, shipping instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

Upon completion of each order, the contractor is to notify the U.S. Government Printing Office of the date of shipment (or delivery, if applicable). Call (202) 512-0516 or (202) 512-0517; callers outside the Washington, DC area may call toll free 1-800-424-9470 or 1-800-424-9471.

SECTION 3. – DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce one year's production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered under this contract for a like period of time.

The following item designations correspond to those listed in the "Schedule of Prices".

I	(1)	(2)
(a)	1	1
(b)	1	1
(c)	5	959
(d)	1	1
(e)	1	174
(f)	1	1
(g)	1	1

II. a) 1116

THIS PAGE IS BLANK

SECTION 4. – SCHEDULE OF PRICES

Bids offered are f.o.b. destination to Fairfax, VA and Rockville, MD, and f.o.b. contractor's city for all mailing.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

Prices must be submitted for the entire term of the contract and bids qualified for a lesser period will not be considered.

All vouchers submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 100 will be prorated at the per 100 rate.

Include the cost to nest and insert the 2-4 bulletin flyer into the 8-page product (f) and (g) in your bid.

I. **COMPLETE PRODUCT:** Prices offered shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 100 Copies</u> (2)	<u>Additional PMS color per 100 copies</u> (3)
(a) 4-page product printing in up to three PMS inks color - per product. .	\$_____	\$_____	\$_____
(b) 6-page product printing in up to three PMS inks color - per product. \$	\$_____	\$_____	\$_____
(c) 8-page product printing in up to three PMS inks color - per product. \$	\$_____	\$_____	\$_____
(d) 10- page product printing in up to three PMS inks color - per product. \$	\$_____	\$_____	\$_____
(e) 12- page product printing in up to three PMS inks color - per product. \$	\$_____	\$_____	\$_____
(f) 2 page bulletin flyers print in up to two PMS colors - per product	\$_____	\$_____	\$_____
(g) 4 page bulletin flyers print in up to two PMS colors - per product	\$_____	\$_____	\$_____

(Initials)

II. ADDITIONAL OPERATIONS: Prices must be all-inclusive, as applicable, and must include the cost of ink jetting addresses, mail sorting and delivery to the post office, in accordance with these specifications.

- (a) Ink Jetting addresses
on single copies (self-mailers)..... per 100 copies..... \$ _____

INSTRUCTIONS FOR BID SUBMISSION: Fill out "Section 4.- Schedule of Prices," initialing or signing each in the space(s) provided. Submit two copies (original and one exact duplicate) of the "Schedule of Prices" with two part copies of GPO Form 910 "Bid" form. Do not enter bid prices on GPO Form 910; prices entered in the "Schedule of Prices" will prevail.

Bidder _____

(City - State)

By _____
(Signature and title of person authorized to sign this bid)

(Person to be contacted)

(Telephone Number)

My production facilities are located within the assumed area of
production.....yes _____no _____

NOTICE: Bidders OUTSIDE the assumed production area specified on page one of these specifications should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material

a. Number of hours from acceptance of print order to pickup of
Government Furnished Material..... ..

b. Number of hours from pickup of Government Furnished Material
to delivery at contractor's plant..... ..

2. Proposed carrier(s) for delivery of completed product_____

a. Number of hours from notification to carrier to pickup of completed
product..... ..

b. Number of hours from pickup of completed product to delivery at
destination

(Initials)